

SIDE LETTER TO THE LODI POLICE DISPATCHERS ASSOCIATION MOU

- A. The City of Lodi and the Lodi Police Dispatchers Association currently operate under a Memorandum of Understanding effective November 6, 2007 through April 30, 2011 as extended by Addendum through April 30, 2012.
- B. This Addendum is entered into for the purpose of addressing the continued significant budget crisis caused by the current economic downturn and combining all existing MOU related agreements into one document.

For the above reasons the parties agree that members of the bargaining group will:

Article XX: PERS:

Add a new sentence at the end of paragraph 20.2 as follows:

"However, between the pay periods in which July 11, 2011 and July 8, 2012 fall Employee's 7% will be paid both by Employees (4.35%) and by City (2.65%).

Notwithstanding any other provisions applicable to the employee from any other source, the employee is responsible for the four point three five percent (4.35%) employee share of their CalPERS retirement benefit. City will take actions necessary to make employees' PERS payment pre-tax.

Holiday Leave:

Holiday leave hours accrued during the pay periods in which January 1, 2012 through December 31, 2012 must be used by June 30, 2013, and may not be banked or cashed out.

This limitation shall not apply to members retiring during the 2011-2012 fiscal year.

Compensatory Time:

The parties agree that they will work cooperatively to minimize overtime expenditures in the department to avoid mid year budget cuts that would be required to meet the overtime expenditures.

At the end of section 2.9(a) add the following sentence: During the pay periods in which July 1, 2011 through June 30, 2012 fall, a maximum of 480 hours of compensatory time may be carried on the books. After June 30, 2012, employees with banks in excess of 144 hours shall be entitled to continue to use their excess compensatory time but shall not be eligible to accrue additional compensatory time until their compensatory time balance falls back below 144 hours.

Fourth of July and the Grape Festival:

Overtime on July 4th and during the Grape Festival shall be on a paid rather than a Compensatory time off basis.

Jul 2010 Addendum: The Addendum dated July 2010 between the parties is hereby incorporated into this Agreement and rescinded in order to eliminate multiple MOU related agreements and combine them into one document as follows:

ARTICLE XXXIV (Seniority) 34.2 Seniority for purposes of shift selection, overtime, holiday selection and vacation leave shall be defined as total time in service as a member of the bargaining unit. Should a member of the Unit leave membership for any reason and return to membership within twelve months, seniority shall be as if the member never left.

ARTICLE XXVI (Term) 36.1: The term of the MOU will continue to and including April 30, 2012.

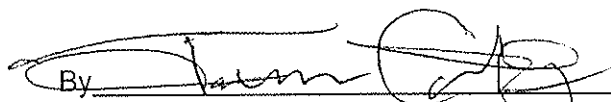
This Side Letter shall not become effective until approved by the Lodi City Council .

CITY OF LODI,
a municipal corporation

LODI POLICE DISPATCHER ASSOCIATION



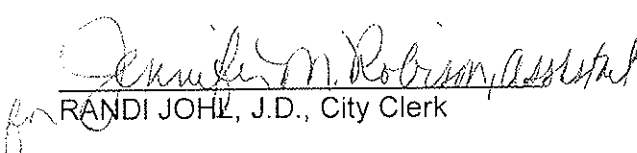
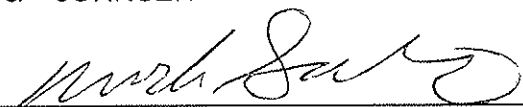
KONRADT BARTLAM
City Manager

By 

TOM CASEY
President

ATTEST:

MASTAGNI HOLSTEDT AMICK MILLER
& JOHNSON

 By: 

RANDI JOHL, J.D., City Clerk MARK SALVO
Labor Negotiator

APPROVED AS TO FORM:



D. STEPHEN SCHWABAUER
City Attorney